

Electronically Filed June 14, 2023

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

CASH CLOUD, INC.,
dba COIN CLOUD,

Debtor.

Case No. BK-S-23-10423-MKN

Chapter 11

**TENTH OMNIBUS MOTION FOR ENTRY
OF ORDER APPROVING REJECTION OF
EXECUTORY CONTRACTS AND
UNEXPIRED LEASES PURSUANT TO 11
U.S.C. § 365(a)**

Hearing Date: July 20, 2023

Hearing Time: 10:30 a.m.

Estimated Time for Hearing: 20 Minutes

**PLEASE TAKE NOTICE THAT IF YOU ARE RECEIVING NOTICE OF THIS
MOTION, YOU SHOULD LOCATE YOUR NAME AND CONTRACT OR LEASE
LISTED ON EXHIBIT 2 ATTACHED HERETO. NAMES ARE LISTED
ALPHABETICALLY WITH THE CORRESPONDING CONTRACT OR LEASE**

Cash Cloud, Inc. (“Cash Cloud” or “Debtor”), debtor and debtor in possession in the above-captioned chapter 11 case (the “Chapter 11 Case”), by and through its undersigned counsel, Fox Rothschild LLP, respectfully submits this motion (the “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit 1**,¹ approving the rejection of contracts and/or unexpired leases set forth in **Exhibit 2** attached hereto pursuant to Bankruptcy Code² § 365(a). This Motion is made and based on the *Declaration of Daniel Ayala* (the “Ayala Declaration”) filed in support hereof, the following points and authorities, the papers and pleadings on file with the Court in this Chapter 11 Case, and any oral argument the Court may entertain at the hearing on the Motion.

Dated this 14th day of June, 2023.

FOX ROTHSCHILD LLP

By: /s/ Jeanette E. McPherson

JEANETTE E. MCPHERSON, ESQ. (5423)

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Counsel for Debtor

POINTS AND AUTHORITIES

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (O).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory basis for the relief requested herein is 11 U.S.C. §§ 105(a), and § 365(a) and Bankruptcy Rules 6006 and 9014.

4. Pursuant to Local Rule 9014.2, the Debtor consents to entry of final order(s) or judgment(s) by the bankruptcy judge if it is determined that the bankruptcy judge, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

¹ After notice of this Motion, revisions to this proposed order may be made.

² All references to “chapter” and “section” herein shall be to the “Bankruptcy Code” appearing in Title 11 of the U.S. Code; all references to a “Bankruptcy Rule” shall refer to the Federal Rules of Bankruptcy Procedure.

II. BACKGROUND

A. Debtor's Filing

5. On February 7, 2023 (the "Petition Date"), the Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

6. The Debtor is authorized to operate its business and manage its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. An Official Committee of Unsecured Creditors was appointed on or about February 17, 2023.

B. Debtor's Business And Contracts And/Or Leases

8. The Debtor was formed as a Nevada corporation for the purpose of providing a platform for customers to buy and sell digital currencies through Digital Currency Machines ("DCMs") distributed across the United States. DCMs are an advanced version of the kiosks commonly referred to as Bitcoin ATMs or BTMs, that enable a consumer to both (a) buy bitcoin as well as 30+ other digital currencies with cash, and (b) sell digital currency for cash. The Debtor's machines are DCMs offering two-way functionality, over 30 digital currency options, an advanced user interface and a custom non-custodial companion wallet app (available on the Apple App Store and the Google Play Store). See Ayala Declaration.

9. In connection with the installation, operation, and use of the DCMs, or kiosks ("Kiosks"), Cash Cloud entered into numerous contracts (the "Contracts") or leases ("Leases") with various parties ("Counterparty" or "Counterparties").

10. Specifically, the Debtor is a party to Contracts or Leases pertaining to the installation of Kiosks at retail locations, including convenience stores, malls, and enterprise grocery stores, such as Cash Cloud. Contracts or Leases generally provide Cash Cloud permission to install a Kiosk at a certain location ("Location") in exchange for compensation being paid to the Counterparty. The terms in the Contracts and/or Leases vary. Under certain "master" Contracts and/or Leases, wherein such Contract or Lease governs the installation of Kiosks at multiple, different Locations (as set forth within the exhibits attached to the Contract or Lease), the Contract or Lease contains terms that provide not only for the termination of the master agreement, as a whole, but also for either the

Debtor or the Counterparty to terminate certain identified Locations. See Ayala Declaration.

11. In addition, the Debtor is also a party to numerous Contracts or Leases necessary for its general operations. See Ayala Declaration.

12. On May 8, 2023, the Debtor filed Debtor's Motion For Order Extending Deadline To Assume, Assume And Assign, Or Reject Unexpired Nonresidential Real Property Leases Pursuant To 11 U.S.C. § 365(d)(4) wherein the Debtor requested an extension of time to assume or reject all of its unexpired non-residential real property leases.

13. On June 6, 2023, the Court entered an Order Extending Deadline To Assume, Assume And Assign, Or Reject Unexpired Nonresidential Real Property Leases Pursuant To 11 U.S.C. § 365(d)(4) [ECF 619] extending the time for the Debtor to assume or reject Leases to July 14, 2023.

C. Sale of the Debtor's Assets

14. On April 7, 2023, the Debtor filed a Motion for Entry of an Order: (A) Approving Auction and Bidding Procedures for Potential Plan Sponsors or the Purchase of Substantially All of the Debtors Assets; (B) Approving Form Notice to Be Provided to Interested Parties; and (C) Scheduling a Hearing to Consider Approval of the Highest and Best Transaction, Cure Objections, and Confirmation of the Proposed Toggle Plan [ECF No. 392].

15. On April 27, 2023, the Court entered an Order Establishing Bidding Procedures and Related Deadlines [ECF No. 483] (the "Bid Procedures Order").

16. The Bid Procedures Order approved bidding procedures governing the sale of substantially all of Debtor's assets.

17. In accordance with the Bid Procedures Order, the Debtor held an auction for the sale of substantially all of the Debtor's assets on June 2, 2023. The bid presented by Heller Capital Group, LLC ("Heller Capital") for the purchase of certain of the Debtor's assets was selected as one of the winning bids.

18. Heller Capital will be purchasing certain of the Debtor's Kiosks, including without limitation, Kiosks used in connection with the Contracts and Leases subject to the Motion.

///

D. Rejection of Contracts And/Or Leases

19. The Debtor has made the decision to reject the Contracts and/or Leases after undertaking a financial analysis of the expense to the Debtor's estate associated with each Contract or Lease, and the benefits to the estate and its creditors associated with each Contract or Lease. Based upon the Debtor's financial analysis of the Contracts and/or Leases, the Debtor, in its business judgment, has determined that the Contracts and/or Leases set forth in the Motion are financially burdensome and do not provide benefit to the estate. Among other things, the Debtor considered the historical performance, cure costs associated with assuming the contracts, ongoing administrative expenses, and potentially irreparable business relationships with certain hosts. The Contracts and/or Leases, or certain Locations, that are listed on Exhibit 2 are no longer needed and are not a source of potential value for the Debtor's future operations, creditors, or interest holders. Further, the Debtor seeks to avoid depletion of the estate through accrual of administrative expenses associated with these Contracts and/or Leases. In addition, the Debtor has determined that there is no value in attempting to assume and assign the Contracts and/or Leases, as they are not marketable given their terms. Indeed, Heller Capital has determined it does not seek to have the Debtor assume and assign the Contracts or Leases. See Ayala Declaration.

E. Requested Relief

20. Bankruptcy Code section 365(a) authorizes the Debtor, subject to this Court's approval, to reject any executory contract or unexpired lease. Based on its business judgment, Debtor has determined that the Contracts and/or Leases are financially burdensome to the estate and do not provide benefit to the estate. See Ayala Declaration. Accordingly, the Debtor seeks authority to reject the Contracts and/or Leases set forth on **Exhibit 2** as of the date of the filing of this Motion to prevent the incurrence of ongoing administrative expenses with respect to the Contracts and/or Leases. See Ayala Declaration.

III. MEMORANDUM OF LAW**A. The Debtor's Decision To Reject The Contracts And/Or Leases Should Be Approved**

21. Section 365 of the Bankruptcy Code provides that "the trustee, subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C.

§ 365(a). “Under the Code, most courts have applied a ‘business judgment’ test to trustees’ decisions to assume or reject contracts or leases.” 3 Collier on Bankruptcy ¶ 365.03[2] (16th Ed. 2016). “In making its determination, a bankruptcy court need engage in only a cursory review of a debtor-in-possession’s decision to reject the contract.” Agarwal v. Pomona Valley Med. Group, Inc. (In re Pomona Valley Med. Group, Inc.), 476 F.3d 665, 670 (9th Cir. 2007) (internal punctuation omitted).

22. “[I]n evaluating the rejection decision, the bankruptcy court should presume that the debtor-in-possession acted prudently, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate.” Id., at 670. In the Ninth Circuit, a bankruptcy court “should approve the rejection of an executory contract under § 365(a) unless it finds that the debtor-in-possession’s conclusion that rejection would be advantageous is so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, or whim or caprice.” Id. (internal punctuation omitted).

23. The Debtor’s decision to reject the Contracts and/or Leases reflects the Debtor’s exercise of sound business judgment and is in the best interests of the Debtor, its estate, and its creditors. The Debtor has determined that the Contracts and/or Leases are not necessary for the Debtor’s operations and are financially burdensome and not beneficial to the estate. The Leases are not a source of potential value for the Debtor’s future operations, creditors, or interest holders, and are believed to not be marketable given their terms and constitute an unnecessary drain on the Debtor’s limited resources. Indeed, Heller Capital has determined it does not seek to have the Debtor assume and assign the Contracts or Leases. See Ayala Declaration. Accordingly, the Debtor submits that its decision to reject the Contracts and/or Leases is a sound exercise of its business judgment and should be approved.

B. Rejection As of the Date of the Filing of This Motion

24. This Court has authority to approve the rejection of executory contracts or leases as of the date of the filing of the motion for rejection. Section 365 of the Bankruptcy Code does not expressly provide whether courts may order rejection to be effective retroactively. However, courts have held that bankruptcy courts may exercise their equitable powers in granting such a retroactive

order when they conclude that doing so promotes the purposes of Section 365, and that after balancing the equities of a case, equities weigh in favor the debtor. See, e.g., Pac. Shores Dev., LLC v. At Home Corp. (In re At Home Corp.), 392 F.3d 1064, 1065 (9th Cir. 2004) (affirming order authorizing rejection as of date of filing of motion), cert. denied, 564 U.S. 814 (2005); Thinking Machines Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.), 67 F.3d 1021, 1028-29 (1st Cir. 1995) (bankruptcy court has power to approve rejection as of date of filing motion); In re Amber's Stores, Inc., 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996)(holding that the lease should be deemed rejected as of the petition date due to the equities of case). Although this caselaw pertains to the rejection of nonresidential real property leases, the rationale contained therein is applicable to executory contracts. The Ninth Circuit in In re At Home Corp., explained that “the equitable authority recognized in Thinking Machines has been imported to contexts other than unexpired nonresidential leases,” citing to Malden Mills Indus., Inc. v. Maroun (In re Malden Mills Indus., Inc.), 303 B.R. 688, 701 (B.A.P. 1st Cir. 2004) and its application of this principle to abandonment of personal property. 392 F.3d at 1070. The Debtor further notes that the Ninth Circuit’s holding in In re At Home Corp., 392 F.3d 1064 (9th Cir. 2004) allowing rejection as of the date of the motion has been found to be undisturbed by the Court’s holding in Roman Catholic Archdiocese of San Juan v. Acevedo Feliciano, ___ U.S. ___, 140 S.Ct. 696 (2020). See In re Player’s Poker Club, Inc., 636 B.R. 811 (Bankr. C.D.Cal. 2022).

25. Balancing the equities in this case, approving rejection of the Contracts and/or Leases as of the date of this Motion is appropriate. The Debtor has promptly filed this Motion and promptly set it for hearing giving Counterparties notice of this Motion and the Debtor’s intention. Without the authority to reject as of the Motion filing date, the Debtor may be forced to incur potential administrative expenses for agreements that provide no benefit to the estate to the detriment of creditors and other stakeholders. Further, allowing the Debtor to reject the Contracts and/or Leases will not unduly prejudice the Counterparties because the Counterparties will receive notice of the Motion and therefore will have sufficient opportunity to object if they so choose. Indeed, the Counterparties may benefit from the rejection as they will be relieved of obligations under the Contracts and/or Leases. Accordingly, the rejection of the Contracts and/or Leases should

1 be approved as of the date of the Motion.

2 V. RESERVATION OF RIGHTS

3 26. Nothing contained herein is intended or should be construed as an admission of the
4 validity of any claim against the Debtor, a waiver of the Debtor's rights to dispute any claim, or an
5 approval or assumption of any agreement, contract, or lease under section 365 of the Bankruptcy
6 Code. The Debtor expressly reserves its rights to contest any invoice or claim related to the relief
7 requested herein in accordance with applicable law.

8 VI. NOTICE

9 27. Notice of this Motion has been given by electronic mail or first class mail to the
10 following parties or their counsel: (a) the Office of the United States Trustee for the District of
11 Nevada; (b) counsel for the Official Committee of Unsecured Creditors; (c) counsel to Debtor's
12 secured creditors; (d) counsel to parties that have a lease interest in the Remaining Property; (e) the
13 counterparties to the Contracts and/or Leases; and (f) all parties that have filed a Rule 2002 Notice
14 Request in the Chapter 11 Case. In light of the nature of the relief requested, Debtor respectfully
15 submits that such notice is appropriate and sufficient under the circumstances and that no further
16 notice is necessary.

17 CONCLUSION

18 WHEREFORE, for all of the foregoing reasons, Debtor respectfully requests that this Court
19 enter an Order granting this Motion, substantially in the form attached hereto as **Exhibit 1**, and
20 (a) approving the rejection of the Contracts and/or Leases set forth on **Exhibit 2** attached hereto, as
21 of the date of the filing of this Motion; and (b) granting such other and further relief as this Court
22 deems appropriate.

23 Dated this 14th day of June, 2023.

FOX ROTHSCHILD LLP

By: /s/ Jeanette E. McPherson

JEANETTE E. MCPHERSON, ESQ. (5423)

BRETT A. AXELROD, ESQ. (5859)

NICHOLAS A. KOFFROTH, ESQ. (16264)

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Counsel for Debtor

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EXHIBIT 1
PROPOSED ORDER

BRETT A. AXELROD, ESQ.
Nevada Bar No. 5859
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Nevada Bar No. 5423
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Counsel for Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

CASH CLOUD, INC.,
dba COIN CLOUD,

Debtor.

Case No. BK-S-23-10423-MKN
Chapter 11

**ORDER GRANTING TENTH OMNIBUS
MOTION FOR ENTRY OF ORDER
APPROVING REJECTION OF
EXECUTORY CONTRACTS AND
UNEXPIRED LEASES PURSUANT TO 11
U.S.C. § 365(a)**

Hearing Date: July 20, 2023
Hearing Time: 10:30 a.m.

The Court having reviewed and considered Debtor's motion [ECF ____] (the "Motion")³ for an order approving the rejection of Contracts and/or Leases pursuant to 11 U.S.C. § 365(a); and upon consideration of the Ayala Declaration and arguments of counsel; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; the Court having determined that the rejection of the Contracts and/or Leases is a sound exercise of the Debtor's business judgment and is in the best interests of Debtor, its creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby,

ORDERED that the Motion is **GRANTED** in its entirety; and it is further

ORDERED that the Debtor's rejection of the Contracts and/or Leases, attached hereto as **Exhibit 1**, pursuant to 11 U.S.C. § 365(a) is approved effective as of the date of the filing of the Motion; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation or interpretation of this Order; and it is further

ORDERED that notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion.

Prepared And Respectfully Submitted By:

FOX ROTHSCHILD LLP

By: _____

JEANETTE E. MCPHERSON, ESQ.
BRETT A. AXELROD, ESQ.
NICHOLAS A. KOFFROTH, ESQ.
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Counsel for Debtor

³ Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Motion.

CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021

In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

- ☐ The Court has waived the requirement of approval in LR 9021(b)(1).
- ☐ No party appeared at the hearing or filed an objection to the motion.
- ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:
- ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

#

EXHIBIT 1 TO PROPOSED ORDER
CONTRACTS AND/OR LEASES TO BE REJECTED

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
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(702) 262-6899
(702) 597-5503 (fax)

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Veronica Dearing Beckmann 7 Corporate Drive Keene, NH 03431	N/A – Global Agreement	N/A
C and S Wholesale Grocers Inc.	7 Corporate Drive Keene, NH 03431	207 Main St Fort Fairfield, ME 02528	135863
		111 Rolling Stone Rd Kylertown, PA 16847	135870
		247 Main St Presque Isle, ME 04769	136229
		7 Market St Mars Hill, ME 04758	136230
		75 S Valdosta Rd Lakeland, GA 31635	136316
		528 N Church St Homerville, GA 31634	136317
		8524 US-280 East Ellabell, GA 31308	136318
		15759 US-17 Townsend, GA 31331	136319
		1042 US-80 Pooler, GA 31322	136320
		100 Jefferson St Cambridge, WI 53523	138909
C Mart 7	Attn: Sadiq Mohammad 5200 E William Cannon Dr Austin, TX 78744	5200 E William Cannon Dr Austin, TX 78744	108074
C S Rainbow LLC	Attn: Wenxue Cai 536 E 11th Ave Eugene, OR 97401	536 E 11th Ave Eugene, OR 97401	103477
C&S Wholesale Grocers, Inc.	Attn: Stephen Ellis c/o Mega Foods 3695 Devonshire Ave NE Salem, OR 97305	3695 Devonshire Ave NE Salem, OR 97305	130460
C&S Wholesale Grocers, Inc.	Attn: Stephen Ellis c/o Mega Foods 1542 Mt Hood Ave Woodburn, OR 97071	1542 Mt Hood Ave Woodburn, OR 97071	130461
C&S Wholesale Grocers, Inc.	Attn: Ron Tyson c/o Del High Liberty Market 16385 W Schendel Ave Del High, CA 95315	16385 W Schendel Ave Delhi, CA 95315	130466
C&S Wholesale Grocers, Inc.	Attn: Ron Tyson c/o Livingston Liberty Market 1471 B Ste E Livingston, CA 95334	1471 B St ## E Livingston, CA 95334	130469

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Mike Alamsi c/o Saveco 13 1300 W Walnut Ave Visalia, CA 93277	1300 W Walnut Ave Visalia, CA 93277	130470
C&S Wholesale Grocers, Inc.	Attn: Mike Alamsi c/o Saveco 1135 W Bush St Lemoore, CA 93245	1135 W Bush St Lemoore, CA 93245	130471
C&S Wholesale Grocers, Inc.	Attn: Mike Alamsi Saveco 15 1798 10th Avenue Hanford, CA 93230	1798 N 10th Ave Hanford, CA 93230	130472
C&S Wholesale Grocers, Inc.	Attn: Mike Alamsi c/o State Foods 237 Academy Ave Sanger, CA 93657	237 Academy Ave Sanger, CA 93657	130473
C&S Wholesale Grocers, Inc.	Attn: Mark Kelly c/o Country Farms Market 1284 Main Street Washburn, ME 4786	1284 Main St Washburn, ME 4786	135572
C&S Wholesale Grocers, Inc.	Attn: Michael Stager c/o Stager's Market 696 Dulancey Dr Portage, PA 15946	696 Dulancey Dr Portage, PA 15946	135573
C&S Wholesale Grocers, Inc.	Attn: Corey Eby c/o Eby's Store 3801 Horseshoe Pike Honeybrook, PA 19344	3801 Horseshoe Pike Honey Brook, PA 19344	135574
C&S Wholesale Grocers, Inc.	Attn: Corey Eby c/o Eby's Store 1009 Martindale Rd Ephrata, PA 17522	1009 Martindale Rd Ephrata, PA 17522	135575
C&S Wholesale Grocers, Inc.	Attn: Bob Craft c/o Orono IGA 6 Stillwater Ave Orono, ME 4473	6 Stillwater Ave Orono, ME 4473	135868
C&S Wholesale Grocers, Inc.	Attn: Mike Gallagher c/o Country Farms Market 84 Center Rd Easton, ME 4740	84 Center Rd Easton, ME 4740	136604
C&S Wholesale Grocers, Inc.	Attn: Paul Ortway c/o Dutch's Market 1564 Rt 507 Greentown, PA 18426	1564 PA-507 Greentown, PA 18426	136605

EXHIBIT 2 TO MOTION AND EXHIBIT 1 TO NOTICE OF HEARING AND EXHIBIT 1 TO PROPOSED ORDER – TENTH OMNIBUS REJECTION MOTION (NO. OF CONTRACTS: 98)

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Ming Chow c/o Suffield Village Market 68 Bridge St Suffield, CT 6078	68 Bridge St Suffield, CT 6078	136617
C&S Wholesale Grocers, Inc.	Attn: Ben Pitts c/o Burnt Cove 1 Burnt Cove Rd Stonington, ME 4681	1 Burnt Cove Rd Stonington, ME 4681	136709
C&S Wholesale Grocers, Inc.	Attn: Ben Pitts c/o The Gallery 278 N Dear Isle Rd Dear Isle, ME 4627	278 N Deer Isle Rd Deer Isle, ME 4627	136710
C&S Wholesale Grocers, Inc.	Attn: Jonathan Cournoyer c/o Big Bunny Market 942 Main Street Southbridge, MA 1550	942 Main St Southbridge, MA 1550	136869
C&S Wholesale Grocers, Inc.	Attn: Alesha McDaniel c/o Shop N Kart PO Box 608 Centralia, WA 98531	505 S Tower Ave Centralia, WA 98531	137389
		108 S Montesano St Westport, WA 98595	137390
		4410 Pacific Way Seaview, WA 98644	137391
C&S Wholesale Grocers, Inc.	Attn: Curt Schmidt c/o Piggly Wiggly 1440 Horicon St Mayville, WI 53050	1440 Horicon St Mayville, WI 53050	137415
C&S Wholesale Grocers, Inc.	Attn: Douglas Valadares c/o Master Cut Meat Market 175 Boston Post Road E Marlborough, MA 1752	175 Boston Post Rd E Marlborough, MA 1752	137416
C&S Wholesale Grocers, Inc.	Attn: Jeffrey Tate c/o Piggly Wiggly 1330 Memorial Dr Watertown, WI 53098	1330 Memorial Dr Watertown, WI 53098	137626
C&S Wholesale Grocers, Inc.	Attn: Jeffrey Tate c/o Piggly Wiggly 810 N Monroe St Waterloo, WI 53594	810 N Monroe St Waterloo, WI 53594	137627
C&S Wholesale Grocers, Inc.	Attn: Mark Goretti c/o Goretti's 1 Providence St Millbury, MA 1527	1 Providence St Millbury, MA 1527	137694

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Sandy Freed c/o Freed's Market 2024 Swamp Pike Gilbertsville, PA 19525	2024 Swamp Pike Gilbertsville, PA 19525	138200
C&S Wholesale Grocers, Inc.	Attn: Matt Stinebrink c/o Piggly Wiggly 2801 14th Pl Kenosha, WI 53140	2801 14th Pl Kenosha, WI 53140	138299
C&S Wholesale Grocers, Inc.	Attn: Matt Stinebrink c/o Piggly Wiggly 100 E Geneva Square Lake Geneva, WI 53147	100 E Geneva Square Lake Geneva, WI 53147	138300
C&S Wholesale Grocers, Inc.	Attn: Matt Stinebrink c/o Piggly Wiggly 1414 E Geneva St Delavan, WI 53115	1414 E Geneva St Delavan, WI 53115	138301
C&S Wholesale Grocers, Inc.	Attn: Matt Stinebrink c/o Piggly Wiggly 7600 Pershing Blvd Kenosha, WI 53142	7600 Pershing Blvd Kenosha, WI 53142	138302
C&S Wholesale Grocers, Inc.	Attn: David Mercik c/o Ideal Markets 125 West Elm St Homer City, PA 15748	125 W Elm St Homer City, PA 15748	138444
C&S Wholesale Grocers, Inc.	Attn: David Mercik c/o Ideal Markets 2690 William Penn Ave Johnstown, PA 15909	2690 William Penn Ave Johnstown, PA 15909	138445
C&S Wholesale Grocers, Inc.	Attn: Thomas B Ray c/o Tom's Riverside 632 Broad St New Bethlehem, PA 16242	632 Broad St New Bethlehem, PA 16242	138775
C&S Wholesale Grocers, Inc.	Attn: Thomas B Ray c/o Tom's Riverside 8868 Rte 338 Knox, PA 16232	8868 Route 338 Knox, PA 16232	138776
C&S Wholesale Grocers, Inc.	Attn: Thomas B Ray c/o Tom's Riverside 562 Main St Rimersburg, PA 16248	562 Main St Rimersburg, PA 16248	138778
C&S Wholesale Grocers, Inc.	Attn: Edward Penta c/o McKinnon's Market 2454 Lafayette Rd Portsmouth, NH 3801	2454 Lafayette Rd Portsmouth, NH 3801	138779

EXHIBIT 2 TO MOTION AND EXHIBIT 1 TO NOTICE OF HEARING AND EXHIBIT 1 TO PROPOSED ORDER – TENTH OMNIBUS REJECTION MOTION (NO. OF CONTRACTS: 98)

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Edward Penta c/o McKinnon's Market 236 North Broadway Salem, NH 3079	236 N Broadway Salem, NH 3079	138780
C&S Wholesale Grocers, Inc.	Attn: Bob Garrity c/o Sam and Sam's 851 Upland Ave Chester, PA 19015	851 Upland Ave Chester, PA 19013	139099
C&S Wholesale Grocers, Inc.	Attn: Alan Detjen c/o Piggly Wiggly 164 Kienow Dr Randolph, WI 53956	164 Kienow Dr Randolph, WI 53956	139365
C&S Wholesale Grocers, Inc.	Attn: David Mihalick c/o Ideal Markets 2449 Bedford St Johnstown, PA 15904	2449 Bedford St Johnstown, PA 15904	139851
C&S Wholesale Grocers, Inc.	Attn: David Mihalick c/o Ideal Markets 6858 Rte 711 Seward, PA 15954	6858 Route 711 Seward, PA 15954	139852
C&S Wholesale Grocers, Inc.	Attn: Cesar Simas; Steven Morgado c/o A&J Seabra Supermarkets 41 Rockdale Avenue New Bedford, MA 2741	41 Rockdale Ave New Bedford, MA 2740	140686
C&S Wholesale Grocers, Inc.	Attn: Cesar Simas c/o A&J Seabra Supermarkets 440 Stafford Rd Fall River, MA 2721	440 Stafford Rd Fall River, MA 2721	140697
C&S Wholesale Grocers, Inc.	Attn: Cesar Simas c/o A&J Seabra Supermarkets 217 S Main St Attleboro, MA 2703	217 S Main St Attleboro, MA 2703	140698
C&S Wholesale Grocers, Inc.	Attn: Brian Koller c/o Kutztown Market 342 W Main St Kutztown, PA 19530	342 W Main St Kutztown, PA 19530	141003
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 4614 Nasa Pkwy Seabrook, TX 77586	4614 NASA Pkwy Seabrook, TX 77586	141004
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 513 Market St Galveston, TX 77550	513 Market St Galveston, TX 77550	141005

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C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 6500 FM 2100 #1 Crosby, TX 77532	6500 FM 2100 #1 Crosby, TX 77532	141006
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 301 S Brazosport Blvd Freeport, TX 77541	301 S Brazosport Blvd Freeport, TX 77541	141007
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 12460 Hwy 6 Santa Fe, TX 77541	12460 Hwy 6 Santa Fe, TX 77510	141008
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 1231 E Kingsbury Segun, TX 78155	1231 E Kingsbury St Seguin, TX 78155	141010
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 559 W San Antonio St New Braunfels, TX 78130	559 W San Antonio St New Braunfels, TX 78130	141011
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 909 Curtiss Ave Schertz, TX 78154	909 Curtiss Ave Schertz, TX 78154	141012
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 340 Enrique M Barrera Pkwy San Antonio, TX 78221	340 Enrique M. Barrera Pkwy San Antonio, TX 78237	141013
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 3614 Pleasanton Rd San Antonio, TX 78221	3614 Pleasanton Rd San Antonio, TX 78221	141014
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 31315 FM 2920 Ste 20 Waller, TX 77484	31315 FM 2920 #20 Waller, TX 77484	141015
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 1005 12th St Hempstead, TX 77445	1005 12th St Hempstead, TX 77445	141016

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 1401 E Washington Navasota, TX 77868	1401 E Washington Ave Navasota, TX 77868	141017
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 705 N Travis Ave Cameron, TX 76520	705 N Travis Ave Cameron, TX 76520	141018
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 236 College St Schulenburg, TX 78956	236 College St Schulenburg, TX 78956	141019
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Kraig Gibson c/o Piggly Wiggly 10282 W National Ave West Allis, WI 53227	10282 W National Ave West Allis, WI 53227	141215
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Tom O'Leary c/o Piggly Wiggly West 106 West Oak St Boscobel, WI 53805	106 W Oak St Boscobel, WI 53805	141216
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Tom Stram c/o Piggly Wiggly West 158 North Washington St Lancaster, WI 53813	158 N Washington St Lancaster, WI 53813	141218
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Todd Delvoe c/o Piggly Wiggly 2465 Lineville Rd Howard, WI 54313	2465 Lineville Rd Howard, WI 54313	141219
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Greg Larsen c/o Piggly Wiggly West 255 McGregor Plaza Platteville, WI 53818	255 McGregor Plaza Platteville, WI 53818	141220
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Benjamin Hoffman c/o Piggly Wiggly West 316 West Spring St Dodgeville, WI 53533	316 W Spring St Dodgeville, WI 53533	141221
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Joe Novotny c/o Piggly Wiggly 4011 Durand Ave Racine, WI 53405	4011 Durand Ave Racine, WI 53405	141222

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Ron Johnson c/o Piggly Wiggly 5600 Spring St Racine, WI 53406	5600 Spring St Racine, WI 53406	141223
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Robert Jones c/o Piggly Wiggly 709 E Capitol Dr Milwaukee, WI 53212	709 E Capitol Dr Milwaukee, WI 53212	141224
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Dan Harris c/o Piggly Wiggly West 725 8th St Monroe, WI 53566	725 8th St Monroe, WI 53566	141226
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 5583 Memorial Blvd St George, SC 29477	5583 Memorial Blvd St George, SC 29477	141694
C&S Wholesale Grocers, Inc.	7 Corporate Drive Keene, NH 03431	810 Elm St E Hampton, SC 29924	141695
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 365 S Georgetown Hwy Johnsonville, SC 29555	365 S Georgetown Hwy Johnsonville, SC 29555	141696
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 122 Hwy 17 N Surfside Beach, SC 29575	122 Hwy 17 N Surfside Beach, SC 29575	141698
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 1270 Yeamans Hall Rd Charleston, SC 29410	1270 Yeamans Hall Rd Charleston, SC 29410	141699
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 8780-A Rivers Ave N Charleston, SC 29406	8780-A Rivers Ave N North Charleston, SC 29406	141700
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 100 W Main St Moncks Corner, SC 29461	100 W Main St Moncks Corner, SC 29461	141701
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 221 Cherokee Rd Florence, SC 29501	221 Cherokee Rd Florence, SC 29501	141702

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 1945 W Palmetto St Florence, SC 29501	1945 W Palmetto St Florence, SC 29501	141703
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 208 E McIntyre St Mullins, SC 29574	208 E McIntyre St Mullins, SC 29574	141704
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 1620 High Market St Georgetown, SC 29440	1620 Highmarket St Georgetown, SC 29440	141705
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 9616 Hwy 78 Ladson, SC 29456	9616 Hwy 78 Ladson, SC 29456	141706
C&S Wholesale Grocers, Inc.	Attn: Brooke Nickles c/o Country Fresh Market 4435 Red Rock Rd Benton, PA 17814	4435 Red Rock Rd Benton, PA 17814	142323
C&S Wholesale Grocers, Inc.	Attn: Fernando Pena c/o Riverview #1 80 E Grant St Roma, TX 78584	80 E Grant St Roma, TX 78584	142335
C&S Wholesale Grocers, Inc.	Attn: Fernando Pena c/o Riverview #2 117 S US HWY 83 Zapata, TX 78076	117 S US Hwy 83 Zapata, TX 78076	142336
C&S Wholesale Grocers, Inc.	Attn: Amando Pena c/o Border Town Food 7251 E Hwy 83 Alto Bonito, TX 78582	7251 E Hwy 83 Alto Bonito, TX 78582	142364
C&S Wholesale Grocers, Inc.	Attn: Amando Pena c/o Border Town Food #2 3251 W US Hwy 83 Rio Grande, TX 78582	3251 West US Hwy 83 Rio Grande, TX 78582	142366
C&S Wholesale Grocers, Inc.	Attn: Amando Pena c/o Border Town Food #3 219 E Expy 83 Sullivan, TX 78595	219 E Expy 83 Sullivan, TX 78595	142367
C&S Wholesale Grocers, Inc.	Attn: Amando Pena c/o Border Town Food #4 1308 N Flores St Rio Grande, TX 78582	1308 N Flores St Rio Grande City, TX 78582	142368

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Amando Pena c/o Border Town Food #5 1533 E Grant St Roma, TX 78584	1533 E Grant St Roma, TX 78584	142369
C&S Wholesale Grocers, Inc.	Attn: Tim Bahner c/o Food Plus 5201 Spring Rd Shermansdale, PA 17090	5201 Spring Rd Shermansdale, PA 17090	143275
C&S Wholesale Grocers, Inc.	Attn: Tom Valeski c/o Valeski's 4th St. Bilo 420 RT 119 N - N 4th St Ext Indiana, PA 15701	420 N 4th St Indiana, PA 15701	144087
C&S Wholesale Grocers, Inc.	7 Corporate Drive Keene, NH 03431	Attn: Mike Hall 416 S Alister Port Aransas, TX 78373	144579
C&S Wholesale Grocers, Inc.	Attn: Michael Litka c/o Swarthmore CO-OP 341 Dartmouth Ave. Swarthmore, PA 19081	341 Dartmouth Ave Swarthmore, PA 19081	145507

EXHIBIT 2
CONTRACTS AND/OR LEASES TO BE REJECTED

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Veronica Dearing Beckmann 7 Corporate Drive Keene, NH 03431	N/A – Global Agreement	N/A
C and S Wholesale Grocers Inc.	7 Corporate Drive Keene, NH 03431	207 Main St Fort Fairfield, ME 02528	135863
		111 Rolling Stone Rd Kylertown, PA 16847	135870
		247 Main St Presque Isle, ME 04769	136229
		7 Market St Mars Hill, ME 04758	136230
		75 S Valdosta Rd Lakeland, GA 31635	136316
		528 N Church St Homerville, GA 31634	136317
		8524 US-280 East Ellabell, GA 31308	136318
		15759 US-17 Townsend, GA 31331	136319
		1042 US-80 Pooler, GA 31322	136320
		100 Jefferson St Cambridge, WI 53523	138909
C Mart 7	Attn: Sadiq Mohammad 5200 E William Cannon Dr Austin, TX 78744	5200 E William Cannon Dr Austin, TX 78744	108074
C S Rainbow LLC	Attn: Wenxue Cai 536 E 11th Ave Eugene, OR 97401	536 E 11th Ave Eugene, OR 97401	103477
C&S Wholesale Grocers, Inc.	Attn: Stephen Ellis c/o Mega Foods 3695 Devonshire Ave NE Salem, OR 97305	3695 Devonshire Ave NE Salem, OR 97305	130460
C&S Wholesale Grocers, Inc.	Attn: Stephen Ellis c/o Mega Foods 1542 Mt Hood Ave Woodburn, OR 97071	1542 Mt Hood Ave Woodburn, OR 97071	130461
C&S Wholesale Grocers, Inc.	Attn: Ron Tyson c/o Del High Liberty Market 16385 W Schendel Ave Del High, CA 95315	16385 W Schendel Ave Delhi, CA 95315	130466
C&S Wholesale Grocers, Inc.	Attn: Ron Tyson c/o Livingston Liberty Market 1471 B Ste E Livingston, CA 95334	1471 B St ## E Livingston, CA 95334	130469

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Mike Alamsi c/o Saveco 13 1300 W Walnut Ave Visalia, CA 93277	1300 W Walnut Ave Visalia, CA 93277	130470
C&S Wholesale Grocers, Inc.	Attn: Mike Alamsi c/o Saveco 1135 W Bush St Lemoore, CA 93245	1135 W Bush St Lemoore, CA 93245	130471
C&S Wholesale Grocers, Inc.	Attn: Mike Alamsi Saveco 15 1798 10th Avenue Hanford, CA 93230	1798 N 10th Ave Hanford, CA 93230	130472
C&S Wholesale Grocers, Inc.	Attn: Mike Alamsi c/o State Foods 237 Academy Ave Sanger, CA 93657	237 Academy Ave Sanger, CA 93657	130473
C&S Wholesale Grocers, Inc.	Attn: Mark Kelly c/o Country Farms Market 1284 Main Street Washburn, ME 4786	1284 Main St Washburn, ME 4786	135572
C&S Wholesale Grocers, Inc.	Attn: Michael Stager c/o Stager's Market 696 Dulancey Dr Portage, PA 15946	696 Dulancey Dr Portage, PA 15946	135573
C&S Wholesale Grocers, Inc.	Attn: Corey Eby c/o Eby's Store 3801 Horseshoe Pike Honeybrook, PA 19344	3801 Horseshoe Pike Honey Brook, PA 19344	135574
C&S Wholesale Grocers, Inc.	Attn: Corey Eby c/o Eby's Store 1009 Martindale Rd Ephrata, PA 17522	1009 Martindale Rd Ephrata, PA 17522	135575
C&S Wholesale Grocers, Inc.	Attn: Bob Craft c/o Orono IGA 6 Stillwater Ave Orono, ME 4473	6 Stillwater Ave Orono, ME 4473	135868
C&S Wholesale Grocers, Inc.	Attn: Mike Gallagher c/o Country Farms Market 84 Center Rd Easton, ME 4740	84 Center Rd Easton, ME 4740	136604
C&S Wholesale Grocers, Inc.	Attn: Paul Ortway c/o Dutch's Market 1564 Rt 507 Greentown, PA 18426	1564 PA-507 Greentown, PA 18426	136605

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C&S Wholesale Grocers, Inc.	Attn: Ming Chow c/o Suffield Village Market 68 Bridge St Suffield, CT 6078	68 Bridge St Suffield, CT 6078	136617
C&S Wholesale Grocers, Inc.	Attn: Ben Pitts c/o Burnt Cove 1 Burnt Cove Rd Stonington, ME 4681	1 Burnt Cove Rd Stonington, ME 4681	136709
C&S Wholesale Grocers, Inc.	Attn: Ben Pitts c/o The Gallery 278 N Dear Isle Rd Dear Isle, ME 4627	278 N Deer Isle Rd Deer Isle, ME 4627	136710
C&S Wholesale Grocers, Inc.	Attn: Jonathan Cournoyer c/o Big Bunny Market 942 Main Street Southbridge, MA 1550	942 Main St Southbridge, MA 1550	136869
C&S Wholesale Grocers, Inc.	Attn: Alesha McDaniel c/o Shop N Kart PO Box 608 Centralia, WA 98531	505 S Tower Ave Centralia, WA 98531	137389
		108 S Montesano St Westport, WA 98595	137390
		4410 Pacific Way Seaview, WA 98644	137391
C&S Wholesale Grocers, Inc.	Attn: Curt Schmidt c/o Piggly Wiggly 1440 Horicon St Mayville, WI 53050	1440 Horicon St Mayville, WI 53050	137415
C&S Wholesale Grocers, Inc.	Attn: Douglas Valadares c/o Master Cut Meat Market 175 Boston Post Road E Marlborough, MA 1752	175 Boston Post Rd E Marlborough, MA 1752	137416
C&S Wholesale Grocers, Inc.	Attn: Jeffrey Tate c/o Piggly Wiggly 1330 Memorial Dr Watertown, WI 53098	1330 Memorial Dr Watertown, WI 53098	137626
C&S Wholesale Grocers, Inc.	Attn: Jeffrey Tate c/o Piggly Wiggly 810 N Monroe St Waterloo, WI 53594	810 N Monroe St Waterloo, WI 53594	137627
C&S Wholesale Grocers, Inc.	Attn: Mark Goretti c/o Goretti's 1 Providence St Millbury, MA 1527	1 Providence St Millbury, MA 1527	137694

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Sandy Freed c/o Freed's Market 2024 Swamp Pike Gilbertsville, PA 19525	2024 Swamp Pike Gilbertsville, PA 19525	138200
C&S Wholesale Grocers, Inc.	Attn: Matt Stinebrink c/o Piggly Wiggly 2801 14th Pl Kenosha, WI 53140	2801 14th Pl Kenosha, WI 53140	138299
C&S Wholesale Grocers, Inc.	Attn: Matt Stinebrink c/o Piggly Wiggly 100 E Geneva Square Lake Geneva, WI 53147	100 E Geneva Square Lake Geneva, WI 53147	138300
C&S Wholesale Grocers, Inc.	Attn: Matt Stinebrink c/o Piggly Wiggly 1414 E Geneva St Delavan, WI 53115	1414 E Geneva St Delavan, WI 53115	138301
C&S Wholesale Grocers, Inc.	Attn: Matt Stinebrink c/o Piggly Wiggly 7600 Pershing Blvd Kenosha, WI 53142	7600 Pershing Blvd Kenosha, WI 53142	138302
C&S Wholesale Grocers, Inc.	Attn: David Mercik c/o Ideal Markets 125 West Elm St Homer City, PA 15748	125 W Elm St Homer City, PA 15748	138444
C&S Wholesale Grocers, Inc.	Attn: David Mercik c/o Ideal Markets 2690 William Penn Ave Johnstown, PA 15909	2690 William Penn Ave Johnstown, PA 15909	138445
C&S Wholesale Grocers, Inc.	Attn: Thomas B Ray c/o Tom's Riverside 632 Broad St New Bethlehem, PA 16242	632 Broad St New Bethlehem, PA 16242	138775
C&S Wholesale Grocers, Inc.	Attn: Thomas B Ray c/o Tom's Riverside 8868 Rte 338 Knox, PA 16232	8868 Route 338 Knox, PA 16232	138776
C&S Wholesale Grocers, Inc.	Attn: Thomas B Ray c/o Tom's Riverside 562 Main St Rimersburg, PA 16248	562 Main St Rimersburg, PA 16248	138778
C&S Wholesale Grocers, Inc.	Attn: Edward Penta c/o McKinnon's Market 2454 Lafayette Rd Portsmouth, NH 3801	2454 Lafayette Rd Portsmouth, NH 3801	138779

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C&S Wholesale Grocers, Inc.	Attn: Bob Garrity c/o Sam and Sam's 851 Upland Ave Chester, PA 19015	851 Upland Ave Chester, PA 19013	139099
C&S Wholesale Grocers, Inc.	Attn: Alan Detjen c/o Piggly Wiggly 164 Kienow Dr Randolph, WI 53956	164 Kienow Dr Randolph, WI 53956	139365
C&S Wholesale Grocers, Inc.	Attn: David Mihalick c/o Ideal Markets 2449 Bedford St Johnstown, PA 15904	2449 Bedford St Johnstown, PA 15904	139851
C&S Wholesale Grocers, Inc.	Attn: David Mihalick c/o Ideal Markets 6858 Rte 711 Seward, PA 15954	6858 Route 711 Seward, PA 15954	139852
C&S Wholesale Grocers, Inc.	Attn: Cesar Simas; Steven Morgado c/o A&J Seabra Supermarkets 41 Rockdale Avenue New Bedford, MA 2741	41 Rockdale Ave New Bedford, MA 2740	140686
C&S Wholesale Grocers, Inc.	Attn: Cesar Simas c/o A&J Seabra Supermarkets 440 Stafford Rd Fall River, MA 2721	440 Stafford Rd Fall River, MA 2721	140697
C&S Wholesale Grocers, Inc.	Attn: Cesar Simas c/o A&J Seabra Supermarkets 217 S Main St Attleboro, MA 2703	217 S Main St Attleboro, MA 2703	140698
C&S Wholesale Grocers, Inc.	Attn: Brian Koller c/o Kutztown Market 342 W Main St Kutztown, PA 19530	342 W Main St Kutztown, PA 19530	141003
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 4614 Nasa Pkwy Seabrook, TX 77586	4614 NASA Pkwy Seabrook, TX 77586	141004
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 513 Market St Galveston, TX 77550	513 Market St Galveston, TX 77550	141005

EXHIBIT 2 TO MOTION AND EXHIBIT 1 TO NOTICE OF HEARING AND EXHIBIT 1 TO PROPOSED ORDER – TENTH OMNIBUS REJECTION MOTION (NO. OF CONTRACTS: 98)

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C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 6500 FM 2100 #1 Crosby, TX 77532	6500 FM 2100 #1 Crosby, TX 77532	141006
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 301 S Brazosport Blvd Freeport, TX 77541	301 S Brazosport Blvd Freeport, TX 77541	141007
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 12460 Hwy 6 Santa Fe, TX 77541	12460 Hwy 6 Santa Fe, TX 77510	141008
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 1231 E Kingsbury Segun, TX 78155	1231 E Kingsbury St Seguin, TX 78155	141010
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 559 W San Antonio St New Braunfels, TX 78130	559 W San Antonio St New Braunfels, TX 78130	141011
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 909 Curtiss Ave Schertz, TX 78154	909 Curtiss Ave Schertz, TX 78154	141012
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 340 Enrique M Barrera Pkwy San Antonio, TX 78221	340 Enrique M. Barrera Pkwy San Antonio, TX 78237	141013
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 3614 Pleasanton Rd San Antonio, TX 78221	3614 Pleasanton Rd San Antonio, TX 78221	141014
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 31315 FM 2920 Ste 20 Waller, TX 77484	31315 FM 2920 #20 Waller, TX 77484	141015
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 1005 12th St Hempstead, TX 77445	1005 12th St Hempstead, TX 77445	141016

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 1401 E Washington Navasota, TX 77868	1401 E Washington Ave Navasota, TX 77868	141017
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 705 N Travis Ave Cameron, TX 76520	705 N Travis Ave Cameron, TX 76520	141018
C&S Wholesale Grocers, Inc.	Attn: Ames Arlan c/o Arlan's 236 College St Schulenburg, TX 78956	236 College St Schulenburg, TX 78956	141019
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Kraig Gibson c/o Piggly Wiggly 10282 W National Ave West Allis, WI 53227	10282 W National Ave West Allis, WI 53227	141215
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Tom O'Leary c/o Piggly Wiggly West 106 West Oak St Boscobel, WI 53805	106 W Oak St Boscobel, WI 53805	141216
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Tom Stram c/o Piggly Wiggly West 158 North Washington St Lancaster, WI 53813	158 N Washington St Lancaster, WI 53813	141218
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Todd Delvoe c/o Piggly Wiggly 2465 Lineville Rd Howard, WI 54313	2465 Lineville Rd Howard, WI 54313	141219
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Greg Larsen c/o Piggly Wiggly West 255 McGregor Plaza Platteville, WI 53818	255 McGregor Plaza Platteville, WI 53818	141220
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Benjamin Hoffman c/o Piggly Wiggly West 316 West Spring St Dodgeville, WI 53533	316 W Spring St Dodgeville, WI 53533	141221
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Joe Novotny c/o Piggly Wiggly 4011 Durand Ave Racine, WI 53405	4011 Durand Ave Racine, WI 53405	141222

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Ron Johnson c/o Piggly Wiggly 5600 Spring St Racine, WI 53406	5600 Spring St Racine, WI 53406	141223
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Robert Jones c/o Piggly Wiggly 709 E Capitol Dr Milwaukee, WI 53212	709 E Capitol Dr Milwaukee, WI 53212	141224
C&S Wholesale Grocers, Inc.	Attn: Bill Bell and Dan Harris c/o Piggly Wiggly West 725 8th St Monroe, WI 53566	725 8th St Monroe, WI 53566	141226
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 5583 Memorial Blvd St George, SC 29477	5583 Memorial Blvd St George, SC 29477	141694
C&S Wholesale Grocers, Inc.	7 Corporate Drive Keene, NH 03431	810 Elm St E Hampton, SC 29924	141695
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 365 S Georgetown Hwy Johnsonville, SC 29555	365 S Georgetown Hwy Johnsonville, SC 29555	141696
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 122 Hwy 17 N Surfside Beach, SC 29575	122 Hwy 17 N Surfside Beach, SC 29575	141698
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 1270 Yeamans Hall Rd Charleston, SC 29410	1270 Yeamans Hall Rd Charleston, SC 29410	141699
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 8780-A Rivers Ave N Charleston, SC 29406	8780-A Rivers Ave N North Charleston, SC 29406	141700
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 100 W Main St Moncks Corner, SC 29461	100 W Main St Moncks Corner, SC 29461	141701
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 221 Cherokee Rd Florence, SC 29501	221 Cherokee Rd Florence, SC 29501	141702

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 1945 W Palmetto St Florence, SC 29501	1945 W Palmetto St Florence, SC 29501	141703
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 208 E McIntyre St Mullins, SC 29574	208 E McIntyre St Mullins, SC 29574	141704
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 1620 High Market St Georgetown, SC 29440	1620 Highmarket St Georgetown, SC 29440	141705
C&S Wholesale Grocers, Inc.	Attn: Charles Lynn Willard c/o Piggly Wiggly 9616 Hwy 78 Ladson, SC 29456	9616 Hwy 78 Ladson, SC 29456	141706
C&S Wholesale Grocers, Inc.	Attn: Brooke Nickles c/o Country Fresh Market 4435 Red Rock Rd Benton, PA 17814	4435 Red Rock Rd Benton, PA 17814	142323
C&S Wholesale Grocers, Inc.	Attn: Fernando Pena c/o Riverview #1 80 E Grant St Roma, TX 78584	80 E Grant St Roma, TX 78584	142335
C&S Wholesale Grocers, Inc.	Attn: Fernando Pena c/o Riverview #2 117 S US HWY 83 Zapata, TX 78076	117 S US Hwy 83 Zapata, TX 78076	142336
C&S Wholesale Grocers, Inc.	Attn: Amando Pena c/o Border Town Food 7251 E Hwy 83 Alto Bonito, TX 78582	7251 E Hwy 83 Alto Bonito, TX 78582	142364
C&S Wholesale Grocers, Inc.	Attn: Amando Pena c/o Border Town Food #2 3251 W US Hwy 83 Rio Grande, TX 78582	3251 West US Hwy 83 Rio Grande, TX 78582	142366
C&S Wholesale Grocers, Inc.	Attn: Amando Pena c/o Border Town Food #3 219 E Expy 83 Sullivan, TX 78595	219 E Expy 83 Sullivan, TX 78595	142367
C&S Wholesale Grocers, Inc.	Attn: Amando Pena c/o Border Town Food #4 1308 N Flores St Rio Grande, TX 78582	1308 N Flores St Rio Grande City, TX 78582	142368

EXHIBIT 2 TO MOTION AND EXHIBIT 1 TO NOTICE OF HEARING AND EXHIBIT 1 TO PROPOSED ORDER – TENTH OMNIBUS REJECTION MOTION (NO. OF CONTRACTS: 98)

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
C&S Wholesale Grocers, Inc.	Attn: Amando Pena c/o Border Town Food #5 1533 E Grant St Roma, TX 78584	1533 E Grant St Roma, TX 78584	142369
C&S Wholesale Grocers, Inc.	Attn: Tim Bahner c/o Food Plus 5201 Spring Rd Shermansdale, PA 17090	5201 Spring Rd Shermansdale, PA 17090	143275
C&S Wholesale Grocers, Inc.	Attn: Tom Valeski c/o Valeski's 4th St. Bilo 420 RT 119 N - N 4th St Ext Indiana, PA 15701	420 N 4th St Indiana, PA 15701	144087
C&S Wholesale Grocers, Inc.	7 Corporate Drive Keene, NH 03431	Attn: Mike Hall 416 S Alister Port Aransas, TX 78373	144579
C&S Wholesale Grocers, Inc.	Attn: Michael Litka c/o Swarthmore CO-OP 341 Dartmouth Ave. Swarthmore, PA 19081	341 Dartmouth Ave Swarthmore, PA 19081	145507